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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

THOMAS BURLINGAME,

Plaintiff,

v.

ASTROTURF CORPORATION, A
CORPORATION OF GEORGIA,

Defendant.

Case No.

COMPLAINT

ORS 652.140 (Failure to Pay Wages); ORS
652.150 (Final Paycheck Penalty Wages)

DEMAND FOR JURY TRIAL

Plaintiff Thomas Burlingame (“Mr. Burlingame” or “Plaintiff”) by and through
his attorneys, alleges as follows for his complaint:

JURISDICTION AND VENUE

1.

Mr. Burlingame is an individual who is a citizen of Oregon and at all times
material has resided in Oregon.

2.

Defendant “Astroturf Corporation, A Corporation of Georgia” (“Astroturf”) is a Georgia Corporation with its principal place of business in Dalton, Georgia.

3.

Astroturf is a citizen of Georgia.

4.

This Court has subject matter jurisdiction over Mr. Burlingame’s claims pursuant to 28 U.S.C. § 1332, diversity jurisdiction, because the amount in controversy in this action exceeds \$75,000 and is between citizens of different States.

5.

Venue in this Court is proper under 28 USC § 1391(b)(2) and LR 3-2(b) because a substantial part of the events or omissions alleged in the complaint occurred in this judicial district.

ALLEGATIONS

6.

Astroturf produces synthetic turf.

7.

Mr. Burlingame worked as Astroturf’s Northwest Regional Sales Manager from approximately June of 2016 until he was fired on August 26, 2018.

8.

Mr. Burlingame was paid a salary of \$75,000, and he received commissions based on the number of Astroturf fields he and his team sold per year above and beyond his quota.

9.

Mr. Burlingame’s employment contract provided that he had a quota of 11 fields he was required to sell per year.

10.

In 2017, Mr. Burlingame sold 18 fields.

11.

As a result of selling 18 fields, Mr. Burlingame earned approximately \$79,000 in commissions.

12.

In 2018, Mr. Burlingame sold at least 25 fields by the time of his termination.

13.

However, Astro turf failed to pay Mr. Burlingame any commissions for his sales at the time of his termination.

14.

At the time of his termination, Mr. Burlingame had earned, and was owed, commissions of approximately \$158,000.

15.

On March 12, 2019, Mr. Burlingame submitted a written notice of his wage claim to Astro turf, demanding payment of his unearned wages.

16.

Astro turf did not respond to Mr. Burlingame's March 12, 2019 letter.

FIRST CLAIM FOR RELIEF

Failure to Pay Wages – ORS 652.140

17.

Mr. Burlingame repeats each of the preceding paragraphs as if set forth fully herein.

18.

Astroturf failed to pay Mr. Burlingame the wages earned and unpaid at the time of his termination by the end of the first business day after the termination, in violation of ORS 652.140(1).

19.

At the time of Mr. Burlingame's termination, he was entitled to a minimum of \$158,000 in commissions earned and unpaid.

20.

Mr. Burlingame is entitled to his reasonable costs and attorneys' fees pursuant to ORS 652.200.

SECOND CLAIM FOR RELIEF

Final Paycheck Penalty Wages – ORS 652.150

15.

Mr. Burlingame repeats each of the preceding paragraphs as if set forth fully herein.

16.

Mr. Burlingame's employment was terminated on August 26, 2018. His final paycheck did not include all of his earned wages, as set forth above, in violation of ORS 652.140. Pursuant to ORS 652.150, Mr. Burlingame is entitled to 30 days of wages, for 8 hours per day, at his highest agreed rate of \$74.00 per hour, for total penalty wages of \$17,760.

17.

Mr. Burlingame is entitled to his costs and reasonable attorneys' fees pursuant to ORS 652.200.

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WHEREFORE, Plaintiff Thomas Burlingame prays for relief as follows:

- A. \$158,000 in earned but unpaid wages (commissions);
- B. Penalty wages of \$17,760 pursuant to ORS 652.150, for AstroTurf's violation of ORS 652.140;
- C. His attorneys' fees and costs, pursuant to ORS 652.200;
- D. Prejudgment interest at the highest legal rate; and
- E. For such other relief as this Court deems just or proper.

DATED: July 18, 2019

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